

# **EXHIBIT A**

**SETTLEMENT AGREEMENT**

*Henderson et al v. 1400 Northside Drive, Inc. d/b/a Swinging Richards, and C.B. Jones*

**Civil Action No.: 1:13-cv-3767 TWT**

**February 3, 2017**

1. **Parties.** This settlement is entered into by Plaintiffs and Defendants 1400 Northside Drive, Inc. (d/b/a Swinging Richards), and Cummins B. Jones II (a/k/a “C.B. Jones”).

2. **Settlement Amount.** The Settlement Amount is **\$1,360,000** (one-million three hundred sixty thousand dollars and no cents) inclusive of attorneys’ fees and costs.

3. **Allocation of Settlement Amount.** The Settlement Amount will be allocated for Plaintiffs’ Counsel’s attorneys’ fees (\$453,333.33) litigation costs (\$58,916.69), and Plaintiffs’ damages. \$7,500 shall be allocated to the lead named Plaintiff Clinton Henderson as a service payment. An additional \$500 shall be allocated to the second named Plaintiff and each of the Plaintiffs who actively participated in trial preparation. The allocations spreadsheet is attached as Exhibit A.

4. **Settlement Payment Schedule.** Defendants shall deliver to Plaintiffs’ Counsel settlement checks for Plaintiffs and Plaintiffs’ Counsel, based on the following schedule:

April 1, 2017:	\$360,000.00
April 1, 2018	\$333,000.00
April 1, 2019	\$333,000.00
April 1, 2020	\$334,000.00

5. **Scope.** The Release will release all federal and state law wage claims through January 17, 2017.

6. **Dismissal.** In the Joint Motion for Settlement Approval and Dismissal to be filed on March 3, 2017, the parties will request dismissal of the Settling Plaintiffs’ claims with prejudice.


The claims of any Plaintiffs for whom an executed Release cannot be secured will be dismissed without prejudice. Any settlement funds allocated to those Plaintiffs shall be retained by Defendants.

7. **Uncashed Checks.** If checks remain uncashed after 180 days, they shall be void. Defendants shall donate any such funds to The Employee Rights Advocacy Institute For Law & Policy within 30 days of the void date, and shall copy Plaintiffs’ Counsel to confirm the donation has been made. Defendants shall cooperate to reissue any lost or damaged checks promptly upon request by Plaintiffs’ Counsel.

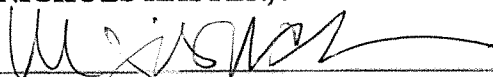
8. **Non-Admissions of Liability.** By entering this agreement, Defendants do not admit to liability.

9. **Probate.** This Settlement Agreement applies to Defendants’ heirs, assignees, any revocable trusts, probate estates, and any takers of non-probate assets at death.

10. **Notice and Cure Period and Confession of Judgment.** If Defendants fail to make payment consistent with the schedule provided in Paragraph 4, Plaintiffs agree to provide notice via certified mail to Defendants and/or Defendants' attorney. Defendants shall have 45 days from the date of the certified notice mailing to cure any such deficiency. To the extent the deficiency is not cured, Defendants hereby agree to confess judgment in the amount of all remaining payments, which shall become immediately due and payable.

By:   
Clinton Henderson

**NICHOLS KASTER, PLLP**

  
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\*admitted pro hac vice

**ATTORNEYS FOR PLAINTIFFS**

By: \_\_\_\_\_  
C.B. Jones, individually and on behalf of  
Defendant 1400 Northside Drive, Inc. (d/b/a  
Swinging Richards)

**LAW OFFICE OF  
HERBERT P. SCHLANGER**

Herbert P. Schlanger, GA No. 629330  
230 Peachtree Street, N.W. Suite 1890  
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**ATTORNEY FOR DEFENDANTS**

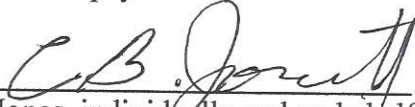
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**ATTORNEY FOR DEFENDANTS**

**UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

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CLINTON HENDERSON and  
ANDREW OLINDE, individually and  
on behalf of all other similarly situated  
individuals,

Plaintiffs,

Civil Action No.: 1:13-cv-3767-TWT

v.

1400 NORTHSIDE DRIVE, INC. d/b/a  
SWINGING RICHARDS, and C.B.  
JONES,

Defendants.

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**CONSENT JUDGMENT/CONFESSION OF JUDGMENT**

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Defendants 1400 Northside Drive Inc., d/b/a Swinging Richards, and C.B. Jones (Defendants) agree to the entry of this Consent Judgment as provided in the Settlement Agreement entered into by the parties.

Plaintiffs and Defendants stipulate and agree that:

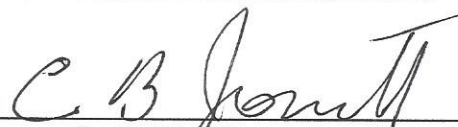
1. The payments described in the Settlement Agreement are to be secured by this Consent Judgment against Defendants.
2. Plaintiffs' Counsel shall retain the original executed version of this Consent Judgment and shall not file it unless authorized to do so pursuant to

specified in the Settlement Agreement has passed.

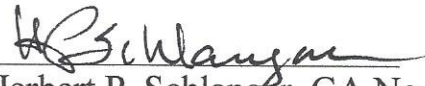
Dated: \_\_\_\_\_  
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Dated: \_\_\_\_\_  
By:   
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(d/b/a Swinging Richards)

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Section 10 of the Settlement Agreement, and the requisite notice and cure period specified in the Settlement Agreement has passed.

Dated: 3/3/17

Dated: \_\_\_\_\_

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